DOCUMENT RESUME

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ABSTRACT

This contractual agreement outlines the terms of employment for all full-time instructors, librarians, and counselors; those whose contractual obligation equals or exceeds .60 full-time equivalent (FTE); and those who have completed at least a .10 FTE semester assignment during three of the last six semesters. The articles in the agreement set forth provisions related to: (1) recognition of the association as exclusive bargaining agent; (2) association rights; (3) district rights; (4) personal and professional leaves of absence; (5) voluntary and involuntary transfers; (6) faculty and staff evaluations; (7) workload; (8) class size; (9) work year; (10) class schedule development; (11) consideration for filling part-time, extra-pay, and summer assignments; (12) compensation; (13) assignments with stipends; (14) insurance benefits; (15) grievance procedures; (16) safety; (17) effect of the agreement; (18) separability and a savings clause; (19) past practice; (20) maintenance of operations; and (21) duration of the agreement. The contract includes salary schedules and information on retirement/separation benefits. (AJL)

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# AGREEMENT

Between

YUBA COMMUNITY

COLLEGE DISTRICT

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and

YUBA COLLEGE

FACULTY ASSOCIATION

Effective July 1, 1987

Terminates June 30, 1990

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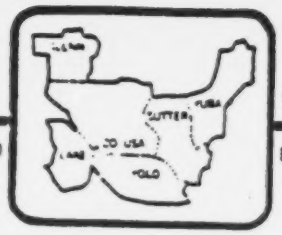
A02

# Yuba College Yuba Community College District

2088 North Beale Road Marysville, California 95901 Telephone (916) 741-6700



CENTERS AT
BEALE A F B
CLEARLAKE
COLUSA
WOODLAND

## MEMORANDUM OF AGREEMENT

The District and Y.C.F.A. agree that the Work Year for Unit Members for 1988-89 and 1989-90 will be 177 days, with the Friday prior to the first day of instruction being a non-work day.

FOR THE DISTRICT:

/s/ GEORGE SOUZA
District Negotiator

Date: 3/11/89

FOR Y.C.F.A.:

/s/ JIM FINSTAD
President, Y.C.F.A.

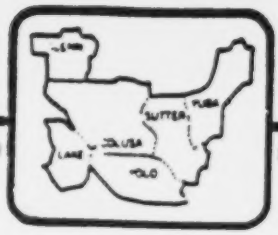
Date: 3/14/89

PATRICIA L. WIRTH, Ph.D.
District Superintendent and President

GOVERNING BOARD OF TRUSTEES Clark Eleanor Masterson, Yuba City Fred Matheny, Marysville

# Yuba College Yuba Community College District

2088 North Beale Road Marysville, California 95901 Telephone (916) 741-6700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CENTERS AT
BEALE A.F.B.
CLEARLAKE
COLUSA
WOODLAND

MEMORANDUM OF AGREEMENT

The District and Y.C.F.A. agree that the four-semester period referred to in Section 7.3 of the Bargaining Agreement will commence July 1, 1988.

FOR THE DISTRICT:

/s/ GEORGE SOUZA
District Negotiator

Date: 3/11/88

FOR Y.C.F.A.:

/s/ JIM FINSTAD
President, Y.C.F.A.

Date: 3/14/88


PATRICIA L. WIRTH, Ph.D.
District Superintendent and President

GOVERNING BOARD OF TRUSTEES
Dean Rosie Gutierrez, Yuba City

Clark Eleanor Masterson, Yuba City
Nominee Johnson Parsons

Fred Mathews, Marysville
Nominee Nicholson, Woodland

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AGREEMENT

Between

YUBA COMMUNITY
COLLEGE DISTRICT

and

YUBA COLLEGE
FACULTY ASSOCIATION

Signed and entered into February 10, 1988.

FOR THE DISTRICT

George Souza, District Negotiator

FOR YCFA

Helen Shaw, Chief Negotiator

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## ARTICLE 1.0 RECOGNITION

1.1 The Governing Board of the Yuba Community College District, hereinafter referred to as the "District," hereby recognizes the Yuba College Faculty Association, hereinafter referred to as "Association," as the sole and exclusive representative of those certificated classes and employees enumerated within the agreement executed and attached hereto as Exhibit A.

## ARTICLE 2.0 ASSOCIATION RIGHTS

2.1 Use of Buildings and Facilities

2.1.1 The Association shall have the right to use institutional facilities at reasonable times for the purpose of meetings.

2.1.2 Telephone Usage

The Association shall pay all of its own telephone costs.

2.1.3 Postage Machine

The Association shall pay all its own postage costs.

2.2 Notice of Activities

2.2.1 The Association shall have the right to post notices of activities and matters of Association concern on agreed-to bulletin boards, provided that such communications are dated and bear the Association's identification as the distributor.

2.3 Distribution of Materials

2.3.1 The Association may distribute organizational materials on District property, provided that such distribution does not interfere with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in mailboxes of unit members, provided that such communications are dated and bear the Association's identification as the distributor.

2.4 Access to District Property

2.4.1 Authorized representatives of the Association shall be permitted access to District property to conduct proper Association business provided that the conducting of such business does not interfere with the duties of District employees.

**2.5 Roster of Unit Members**

2.5.1 Names, and non-confidential addresses and telephone numbers of unit members as provided to the District by the unit members, shall be provided the Association once annually during the term of this Agreement current as of October 1 and provided by October 15.

**2.6 Board Agenda**

2.6.1 The Association, upon request, shall be provided two (2) copies of the public Board packet prior to each regularly scheduled Board of Trustee's meeting. Upon five (5) working days' notice the Association has the right to place a specific item(s) on the agenda and to speak to such items(s) provided the item(s) is within the scope of negotiations.

**2.7 Dues Deductions**

2.7.1 The District agrees to deduct dues in certified, uniform, monthly amounts from the pay of Association members in the unit, and to pay the Association the normal and regular monthly membership dues voluntarily authorized by the unit member on the approved District form, subject to the following conditions:

2.7.1.1 Such deduction shall be made only upon the submission on a District-approved form of a duly executed and revocable authorization by the unit member;

2.7.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the 10th of the month;

2.7.1.3 The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever and against any claim or suit instituted against the District arising from its collection and deduction of Association membership dues.

**2.8 Consultation**

2.8.1 The Association shall have the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

2.9 Injunctive Relief

2.9.1 Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action in declaring an emergency is inappropriate.

ARTICLE 3.0 DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control in conformance with the law. Included in those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

3.2 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express items of this agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3 The District retains its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency is defined as an act of God, a natural disaster, or other dire interruption of the District's programs. The determination of whether or not an emergency exists is solely within the discretion of the Board.

ARTICLE 4.0 LEAVES

4.1 Absences and Conditions Regulating Absences - General Provisions

4.1.1 A unit member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an "unauthorized absence." Unit members shall not be entitled to salary compensation during periods of unauthorized absence from work during required periods of service.

## 4.2 Sabbatical Leaves

4.2.1 Annually, at the option of the Board, sabbatical leaves may be granted to members for the purpose of carrying out an approved program which will enable the member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study or research.

4.2.1.1 Members who have satisfactorily completed at least seven (7) consecutive years of full-time service in this District will be eligible to apply for a sabbatical leave. After completing a sabbatical leave, an individual is not again eligible to apply for such a leave until he/she has served on a full-time basis for at least seven (7) additional consecutive years. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service will not count as one of the seven (7) years required for sabbatical eligibility. No sabbatical will be granted within two (2) years of completing an unpaid leave of absence of 26% or more of the required days of attendance.

4.2.1.2 The District may allocate funds from current income in the District budget, each college year, for financing of sabbatical leaves for up to five percent (5%) of the eligible members of the unit.

4.2.1.3 Leaves granted will be distributed among the various divisions of the College so as not to impair the instructional program.

4.2.1.4 The applicant will agree to serve the District for at least two (2) years immediately following completion of the sabbatical.

4.2.1.5 All applications shall be formally submitted to the Leave Approval Committee through the Dean of Instruction's Office not later than February 1 of the previous academic year.

4.2.1.6 For each applicant, the Leave Approval Committee shall be composed of the Dean of Instruction and Dean of Students and an equal number of members appointed by the Academic Senate. Immediate Supervisors shall be utilized as non-voting resource people.

4.2.1.7 The Approval Committee shall provide the Superintendent/President with a recommended rank order of leave applications which, together with the Superintendent/President's recommendations, shall be submitted to the Board of Trustees.

4.2.1.8 Criteria used for ranking Sabbatical Leave applications and evaluation procedures shall be developed by the Academic Senate and the District's representatives on the Leave Approval Committee as named in 4.2.1.6.

4.2.1.9 Within one (1) semester after return to duty, a member who has completed a sabbatical leave will submit to the Leave Approval Committee a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the Committee's evaluation, shall be forwarded through the College President's office to the Board. The individual shall also make an oral report to the appropriate faculty as scheduled by the appropriate Dean, and to the Board if requested.

4.2.1.10 Compensation while on sabbatical leave will be computed in accordance with salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.

4.2.1.11 Sabbatical leaves may be granted as follows:

4.2.1.11.1 One (1) semester within inclusive dates of semester at ninety percent (90%) of full salary, or

4.2.1.11.2 One (1) full academic year at seventy percent (70%) of full salary.

4.2.1.12 Time on sabbatical leave will count towards retirement.

4.2.1.13 Change of Sabbatical Program: Once the sabbatical leave request has been approved, it is understood that the applicant will, as a minimum, fulfill the approved program. Deletion of items in the approved program shall be made only after an amended plan has been submitted and approved, using the same procedure as applies to the original leave request.

4.2.1.14 Both the Governing Board of the District and the District shall be freed from any liability for the payment of any compensation or damages provided by the law for the death or injury of any employee of the District employed in a position requiring certification qualification when the death or injury occurs while the employee is on any leave of absence granted under the provisions of this Article.

4.3 Sick Leave

4.3.1 Sick leaves for member illness or injury (only) shall be granted for a maximum of ten (10) days annually as of the first day of employment to each member designated as contract or regular at the rate of one (1) day per month of service computed on a contractual basis. Should the employment be less than ten (10) months, then sick leave will be prorated at the rate of one (1) day per month of the term of service.

4.3.2 Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent continuous years of service.

4.3.3 Credit for sick leave need not be accrued prior to taking sick leave by the member; such leave may be taken any time during the fiscal year, not to exceed the balance of the employee's sick leave entitlement through June 30 of that fiscal year.

4.3.4 Any employee who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all employee leave benefits to which entitled An employee who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

4.3.5 When a member is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill the member's position during the absence or, if no temporary employee is employed, the amount which would have been paid to the temporary employee had one been employed.

4.3.6 Sick leave credit received by transfer from a previous school district of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.

4.3.7 All sick leave rights or accumulations shall be canceled when a full-time employee severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions and limitations of the Education Code.

4.3.8 Any female member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. The member, upon diagnosis of pregnancy, shall notify her immediate supervisor and submit a statement from her physician which indicates the estimated date of delivery and certifies that the member's condition permits continued performance of all duties related to her assignment. The District may request a review of the period of disability as defined by the member's physician.

4.3.9 At the time a member begins her/his contracted employment for the academic year, he/she shall, upon request, be provided with a current accounting of her/his accumulated sick leave.

4.3.10 Any member using sick leave benefits under provisions of this Article shall provide the employee's Immediate Supervisor with a signed REPORT OF ABSENCE form upon return to duty. The District may require a statement from a physician verifying the necessity of such absence. Periodical medical reports may be required during extended absence of an employee. Employees returning to work from illness absence may be required to present a physician's release verifying medical permission to return to work, including restrictions.

4.3.11 The employee shall notify the Immediate Supervisor and/or the Information Desk as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the employee becomes ill or another emergency arises during the day, he/she shall notify the Immediate Supervisor and/or the Information Desk of the absence.

4.3.12 Sick leave may be utilized by any person placed under quarantine on the same basis as though the person had been ill.

4.3.13 The District may at its expense require an examination by a physician mutually agreed upon by the District and the Association to corroborate a unit member's ability to return to work or his/her ability to work because of accident or illness.

4.4 Sick Leave for Part-Time/Overtime Assignments

4.4.1 Unit Members whose employment is designated as either part-time or overtime (extra pay assignments), employed on an hourly basis (other than summer session), shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

4.4.2 Reporting and verification will be in accordance with Article 4.3.10 above.

4.4.3 Notification of absence will be in accordance with Article 4.3.11 above.

4.5 Bereavement Leave

4.5.1 Members of the bargaining unit may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if travel of more than 300 miles is required, per occurrence on account of death of any member of the member's immediate family.

4.5.2 "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any immediate relative living in the immediate household of the member.

4.5.3 An extension of bereavement leave may be requested under personal necessity leave.

4.5.4 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the employee's Immediate Supervisor. The member shall provide verification satisfactory to the District.

4.6 Industrial Accident and Illness Leave

4.6.1 For an accident or illness which is job-incurred, and upon the written request of the employee, members of the unit shall be provided leave benefits under the following provisions:

4.6.1.1 Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one fiscal year for the same accident.

4.6.1.2 Allowable leave shall not be accumulated from year to year.

4.6.1.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.

4.6.1.4 When a certificated member is absent from her/his duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due her/him for any month in which the absence occurred and, when added to her/his temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to her/him of not more than his/her full salary.

4.6.1.5 The phrase, "full salary," as used in this Article shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is used in Section 4453 of the Labor Code. For purposes of this Article, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

4.6.1.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity Award.

4.6.1.7 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due her/him for the same illness or injury.

4.6.1.8 Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided in Education Code Sections 87781 and for the purposes of each of these sections her/his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, he/she may elect to take as much of her/his accumulated sick leave which, when added to her/his temporary disability, will result in a payment to her/him of not more than her/his full salary.

4.6.1.9 During any paid leave of absence, the member may endorse to the District the temporary disability indemnity checks received on account of her/his industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrants for payment of the member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for periods covered by such salary warrants.

4.6.1.10 Any member receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

4.6.2 Periodic medical reports may be required during extended absence of an employee. Employees returning to work from industrial accident or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.

4.6.3 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the employee's Immediate Supervisor.

4.7 Jury Duty

4.7.1 When regularly called for jury duty in the manner provided by law, members of the bargaining unit shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

4.7.2 Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the member's immediate supervisor and to the District payroll office through regular administrative channels.

4.7.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.

4.7.4 A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

4.7.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

4.7.6 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the employee's Immediate Supervisor.

4.8 Military Leave

4.8.1 Upon written request, members of the bargaining unit shall be granted military leave if required by the provisions of the State of California Education Code and of the Military and Veterans Code.

4.8.2 Upon return to duty, the REPORT OF ABSENCE form, along with verification of military leave, shall be filed with the employee's Immediate Supervisor.

4.9 Personal Necessity Leave

4.9.1 A member of the bargaining unit may use, at her/his election, not more than six (6) days of accumulated sick leave credit in a school year for any of the following purposes:

4.9.1.1 The death or serious illness of a member of the employee's immediate family when additional leave is required beyond that provided by Bereavement Leave.

4.9.1.2 An accident involving her/his person or property, or the person or property of a member of the immediate family.

4.9.1.3 An appearance in court as a litigant, or as a witness under an official court order.

4.9.1.4 Other leaves as approved by the Immediate Supervisor and the Assistant Dean - Administrative Services.

4.9.2 Immediate family shall be as defined under Bereavement Leave, Article 4.5.2, in this Agreement.

4.9.3 Upon return to duty, he/she shall verify, by filing the REPORT OF ABSENCE with the employee's Immediate Supervisor, that he/she has taken a leave for one of the reasons listed.

4.10 Other Leaves of Absence; Other Conditions

4.10.1 A member of the bargaining unit may be granted a leave of absence without pay by the Board of Trustees upon recommendation of the Superintendent for a period not to exceed one (1) year.

4.10.1.1 Such leaves of absence without pay will terminate at the end of the fiscal year, June 30, but may be extended or renewed.

4.10.2 A member of the bargaining unit on unpaid leave of absence for 26% or more of the required days of attendance shall be ineligible for step advancement on the salary schedule.

4.10.3 Employees who have been on paid or unpaid leave shall return to their original position or one of equal status and rank unless mutually agreed otherwise. Salary for those on paid leaves shall include any increments and be subject to the salary schedule in effect upon date of return.

4.10.4 Employees on unpaid leave will not receive vertical (step) advancement on the salary schedule when returned to active duty, unless the request and approval indicating special justification is made part of the leave application.

4.10.5 Members of the bargaining unit who are on approved leaves of absence shall be eligible to participate in the District health and welfare benefit program provided that the employee pays the full cost of participation, including the District contribution and the employee contribution to the premium for self and family members, if applicable. To remain eligible for participation, the employee shall remit the full premium cost to the District not later than the last working day of the month preceding the benefit coverage. Members who fail to remit premiums as provided above shall be deemed to be ineligible for further participation in the benefit program.

## ARTICLE 5.0 TRANSFERS

5.1 Definitions

5.1.1 A "transfer" is defined as a reassignment of a contracted unit member from one campus or center to another when the distance between them exceeds ten (10) miles.

5.2 General

5.2.1 The Superintendent shall assign employees to positions based upon the District's needs, which are paramount.

5.2.2 It is the intent of the District when intercampus transfers are involved that, except in cases of unforeseen circumstances, notice of a transfer which is to take effect in the Fall shall be given no later than the prior June 15, or in the case of a transfer which is to take effect in the Spring, notice shall be given no later than the prior November 15.

5.2.3 The District shall post a notice of regular open positions on the College bulletin boards for at least ten (10) days.

5.2.4 The District shall present the reassigned employee a written copy of the reasons for transfer and provide for a conference between the Immediate Supervisor(s) and the unit member to discuss the reasons for transfer.

5.2.5 Transfers shall not be made in an arbitrary, capricious, nor discriminatory manner, nor shall discipline be a factor when a transfer is considered by the District.

5.3 Voluntary

5.3.1 The District shall post a notice of regular open positions on the college bulletin boards for ten (10) days, within which time period members of the unit may request in writing a voluntary transfer. An open position is an unfilled position in the bargaining unit that the District wishes to maintain and which is not being filled by involuntary transfer or by reassignment of a District employee not currently in the bargaining unit.

5.3.2 The District shall attempt to grant a request for a voluntary transfer when the training, experience, and the abilities of the unit member requesting transfer match the job specifications of the open position.

5.3.3 The unit member's length of service to the District shall be a factor in determining whether or not a request for voluntary transfer is to be granted.

5.4 Involuntary

5.4.1 The District shall consider the following factors in addition to the needs of the District when an involuntary transfer is contemplated. The qualifications and demonstrated ability of the unit member to perform the required services; the preference of the unit members and, the member's length of service in the District.

5.4.2 Any unit member required to work at a worksite which is more than five (5) miles further from his/her normal worksite than is his/her residence shall be compensated at the amount established by District policy for a maximum of one (1) semester for the total additional mileage difference if such employee utilizes his/her personal vehicle between his/her residence and his/her worksite.

5.4.3 If a unit member requires re-training in order for the District to complete an involuntary transfer, the District shall provide that re-training at no cost to the unit member.

## ARTICLE 6 EVALUATIONS

An ad hoc committee consisting of administrators and an equal number of YCFA appointees from the current Negotiating Team will be formed to study Faculty Evaluation Procedures. The Committee will report to both negotiating teams and to the Academic Senate. Upon Board approval and upon ratification by the YCFA membership, the recommendations of the committee will be incorporated into the contract, effective at the beginning of the following academic year. Current evaluation procedures will be in effect until new procedures become incorporated in the Bargaining Agreement.

6.1 Contract and Regular Staff Member Evaluation (non-management)

6.1.1 Each non-tenured (Contract) staff member shall be evaluated at least once each year.

6.1.2 Each tenured (Regular) staff member shall be evaluated at least once every other year.

6.1.3 Evaluations shall be conducted by (1) administration, (2) peer faculty, (3) students, (4) self. Each evaluation shall be in writing.

6.2 Items of Evaluation - The following factors shall be considered in every evaluation: (1) acceptance of responsibility; (2) effectiveness of communications; (3) effectiveness of instruction; (4) expertise in subject matter/skill in contract assignment; (5) techniques of instruction/skill in accomplishing contract responsibilities.

6.3 Selection of Evaluating Representatives

6.3.1 Immediate Supervisor - shall be defined as a certificated supervisor or manager to whom the staff member being evaluated directly reports.

6.3.2 Second Level Administrator - shall be defined as a certificated supervisor or manager to whom the Immediate Supervisor reports, relative to the Evaluatee's assignment.

6.3.3 Peer Evaluator - shall be a unit member, mutually acceptable to the Immediate Supervisor(s) and Evaluatee, who makes in-class (or assignment) and out-of-class observations and handles the Student Rating Sheets.

6.3.4 Student Evaluators - their input shall be from the summarized data on the Instructor Rating Sheets (IE Form 2) currently used for class-administration by the Peer.

6.3.5 Self-Evaluation - may be separately written, or the recorded discussion of the Instructor Rating Sheet (IE Form 2) and signature on evaluation forms applicable to the Evaluatee.

6.4 Basic Procedures

6.4.1 Evaluation Committee - The Evaluation Committee for Contract (non-tenured) staff member shall be composed of the Immediate Supervisor(s) and/or the Second Level Administrator; the staff member being evaluated; a member of the Senate when requested by the Evaluatee; and the peer evaluator. The Committee shall meet at the call of the Second Level Administrator or her/his designee. The Evaluation Committee for a Regular (tenured) staff member shall be the Immediate Supervisor, Peer, evaluator and Evaluatee for the shortened process; if it is expanded to the full process, the committee is the same as for a Contract Staff member.

6.4.2 Instructor Rating Sheet (IE Form 2) shall serve as the basic guide to evaluation of the five (5) mandatory items of evaluation (Article 6.2 above).

6.4.3 Student evaluations require response form at least eighty percent (80%) of student actively enrolled in evaluatee's classes or one hundred (100) or more students.

6.4.4 The Evaluatee due for evaluation shall have the Peer Evaluator (or a substitute mutually agreed upon by the Evaluatee and immediate Supervisor) administer (and tabulate and summarize) the Rating Sheets to two (2) or more of her/his classes to obtain at least the minimum required percentage of students Article 6.4.3).

6.4.4.1 The Peer will make a classroom visit or perform other activities pertinent to the Evaluatee's assignment which have mutually agreed upon by the Immediate Supervisor, Evaluatee, and Peer Evaluator.

.6.4.5 After tabulation of the results, the Evaluation Committee, augmented by the Superintendent/President, as determined by the Superintendent/President, shall meet as scheduled by the Second Level Administrator and discuss the results of the Rating Sheets and the total range of observations prior to placement in the Evaluatee's personnel file.

6.4.5.1 For a Regular (tenured) staff member, the procedure is modified to provide that after tabulation and summarization of the results of Student Rating Sheets by the Peer Evaluator or substitute, and in-class (or assignment) and out-of-class (or assignment) observations by the Immediate Supervisor and by the Peer Evaluator: The Evaluatee, the Peer Evaluator, and the Immediate Supervisor shall meet to discuss the results of the Instructor Rating Sheets and the total range of observations, with the Immediate Supervisor preparing the Form IE-3. Upon review of the total evaluation data, the Immediate Supervisor will recommend the termination or continuation of the process, or the Evaluatee may request the continuation of the process--if the process is to continue through the steps required for a Contract staff member, an Academic Senate member may be added to the team if requested by the Evaluatee. If the process is terminated, that concludes the evaluation procedures for the cycle.

6.4.6 Peer involvement shall result in a written and dated record for the personnel file of the Evaluatee.

6.4.7 The Immediate Supervisors are primary administrative representatives. Their evaluations shall require at least one (more if they deem necessary) classroom observation(s) in actual teaching situations (or assigned contract activities to the degree feasible). They shall file a written and dated report of each visit on the appropriate evaluation form. A conference shall be held after each visit and the Evaluatee shall sign and date the evaluation form discussed, making any comments desired on the reverse side of the form prior to placement in the personnel file. The Immediate Supervisor shall make at least two (2) classroom visits each semester for Contract Evaluatees.

6.4.8 Evaluation program activities shall normally conclude in the evaluation conference of the Evaluation Committee. Where appropriate, other levels of conferences may be held, as determined by the administration.

6.4.9 Evaluation Conference of the Evaluation Committee shall consider all objective sources of input, complete the Summary Evaluation on appropr ıte forms, and summarize the observations of the Committee members and their group evaluation (or they may file separate evaluation forms). All such evaluations may be commented upon by the Evaluatee in writing on the reverse side of the form.

6.4.10 The Evaluation shall be initially completed, whenever possible, prior to January 15 (or date shown on Schedule for Evaluation). A supplementary form will be prepared prior to February 28 (or date shown on the Schedule for Evaluation) for interim observations where facts substantially change and/or where the previous evaluation indicated possible terminations or disciplinary recommendations.

6.4.11 During the initial Evaluation Conference (normally prior to January 15), the Evaluation Committee shall determine the potential for employment for the following year and any Evaluatee who may not be reemployed shall be notified in writing, with reasons.

6.4.12 Prior to January 25, the Assistant Dean - Administrative Services shall forward recommendations for reemployment and separate recommendation list, if applicable, of non-reemployment.

6.4.13 Prior to February 28, a supplementary list shall be forwarded of final recommendations on those, if any, notified of termination.

6.5 Non-Teaching Staff Members

6.5.1 Non-teaching staff shall be evaluated as closely as feasible to the procedures followed for teaching members; instructor rating sheets are not used, except in case of counselors.

6.5.2 The Evaluation Committee shall be composed of the staff member's Immediate Supervisor; the Second Level Administrator, the Superintendent/President (if desired); Evaluatee; and Peer Evaluator. When the Evaluatee is assigned both to teaching and non-teaching duties, he/she may be evaluated both as an instructor and non-teaching staff member, either separately or in one conference.

6.5.3 During the initial Evaluation Conference (normally prior to January 15), the Evaluation Committee shall determine the potential for employment for the following year and any evaluatee who may not be reemployed shall be notified in writing, with reasons.

6.5.4 Prior to January 25, the Assistant Dean - Administrative Services shall forward recommendations for reemployment and a separate recommendation list, if applicable, for non-reemployment.

6.5.5 Prior to February 28, a supplementary list shall be forwarded of final recommendation on those, if any, notified of termination.

6.6 Schedule for Evaluation - An official schedule of due-dates shall be published annually to allow those concerned with evaluations to meet their evaluation responsibilities.

6.7 Part-Time (Hourly) Unit Member Evaluation - Each part-time unit member shall be evaluated by a representative of the administration, students, and self at least once within each four (4) semesters of employment. All evaluations shall be in writing, signed by the Evaluatee, dates, and all forms may be commented upon on the reverse side by the Evaluatee and have this response become a part of the personnel file.

6.7.1 Items for evaluation shall be those used for Contract and Regular staff members.

ARTICLE 7.0 WORKLOAD

7.1 An ad hoc committee of YCFA appointees and an equal number of Administrators will be formed to study WSCH issues directly related to Section 8.1.1 of this Agreement. When a proposal by the Committee has been approved by the District and ratified by YCFA, the proposal will be included in the Bargaining Agreement.

7.2 It is mutually understood that the basis of the total workload assignment is a 40-hour work week, inclusive of all the obligations of the unit member. Those obligations are inclusive, but not limited to classroom time, preparation time, office hours, and meetings. The Board establishes a full load for unit members as 15 lecture hours equivalent per semester. Load for assisted lab activities shall be .5 of lecture hour or the equivalent. Load for unassisted lab activities shall be .666 of lecture hour or equivalent. Unit members assigned to the following instructional areas: Cooperative Education, English as a Second Language, Vocational Nursing, Associate Degree Nursing, Psychiatric Technology, X-Ray Technology, Cosmetology, Learning Skills Center, and Nursing Assistant Program shall have a load of up to 30 hours of assigned time per week. 2.67 clock hours of non-teaching duties are equivalent to one lecture hour of load.

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7.3 If a unit member is assigned a load greater than that considered a full load for a given semester because of special needs of the District, the unit member's load will be reduced during subsequent semesters, so that over a four semester period, the average load will be 15 lecture hours or equivalent per semester. This article is subject to the provisions of Article 8.1.1. (See also A03)

7.4 If the Immediate Supervisor is unable to fill a unit member's teaching assignment with day classes, the unit member may be assigned evening classes in order to fill out her/his load. It is mutually understood that the unit member involved will be consulted concerning the necessity of the day/evening assignments. In at least one out of every three semesters, such assignment must be made by no later than the beginning of the registration cycle for that semester.

7.5 Each full-time unit member is expected, as a minimum, to be available on campus five (5) days per week and to maintain daily office hours, as assigned, for purposes of assisting students through formal and informal advisory processes.

7.6 General Provisions

7.6.1 This article does not change the District's responsibility to establish minimum and maximum class sizes and to establish workload schedules.

7.7 Three (3) load units of release time will be allowed the Association President for Association business.

7.8 The Immediate Supervisor shall attempt whenever possible to limit the number of major and discrete preparations to three.

7.9 Unit members may request overload assignments for extra pay, subject to the requirements of Article 8.1 of this Agreement. It is understood that such classes may be reassigned as part of contract load, as required, due to cancellation of contract load classes.

7.10 If a unit member is assigned an evening class as part of a regular load, the District shall not offer a day CES assignment which that employee has taught within the last six (6) semesters to a part-time instructor, unless agreed to by the unit member.

7.11 Classroom instructors shall be responsible to perform in a satisfactory ("acceptable") manner all of those duties enumerated and/or made reference to in Article 6.0, Evaluations.

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7.12 In addition, unit members from appropriate departments shall be responsible to participate as able in the selection process of full-time faculty. The composition of selection committees for full-time faculty shall be a minimum of two full-time faculty members, the Immediate Supervisor, and either the Dean of Instruction or the Dean of Students, as appropriate.

7.12.1 Unit members shall be selected to serve on selection committees by a vote of their respective departmental colleagues.

ARTICLE 8.0 CLASS SIZE

8.1 Classes may be cancelled if enrollment is less than fifteen (15) students. Exceptions to this limit may be made at the discretion of the Administration. If class is cancelled due to insufficient enrollment, the Instructor may be reassigned, within the following guidelines:

8.1.1 Beginning with the Fall 1988 semester, the District shall attempt to not change any full-time member's regularly scheduled load once the semester registration cycle has begun, unless agreed to by the unit member. Upon the third such reassignment, the matter shall be reviewed by the WSCH Committee named in Article 7.1, whose purpose shall be to study and make recommendations regarding past enrollment patterns and scheduling patterns within the Department where the third reassignment occurred.

ARTICLE 9.0 WORK YEAR (See also A02)

9.1 The Faculty work year on which salary is based shall be 178 days, of which 175 days shall be days of instruction. The three remaining days shall be scheduled immediately prior to the beginning of the Fall Semester. The first two days will be meeting days as scheduled by the District. The third day shall be a professional preparation day or in-service training day which offers Professional Growth credit. Unit members are required to spend the third day at their respective campus/center or other approved site.

9.2 The District and the Association shall mutually agree upon development and any modifications of the Academic Calendar.

9.3 For all non-teaching staff hired after July 1, 1987, the District reserves the right to assign up to thirty (30) work days prior to the beginning of the Fall semester and up to two (2) days prior to the beginning of the Spring semester. The days shall be consecutive work days unless mutually agreed to by the unit member and the Immediate Supervisor.

ARTICLE 10.0 CLASS SCHEDULE DEVELOPMENT

10.1 The Immediate Supervisor shall meet with division personnel with the objective of reaching common agreement on the coming semester assignments. While recommendations of all personnel will be seriously considered, it is the Immediate Supervisor's responsibility to make the basic decisions insuring the most favorable schedule possible. In the event of irreconcilable differences of opinion, a conference will be held with the Immediate Supervisor and Dean of Instruction.

ARTICLE 11.0 CONSIDERATION FOR FILLING PART-TIME AND EXTRA PAY ASSIGNMEN

11.1 First consideration is to a continuing Unit Member who is rated satisfactory or higher.

11.2 The continuing unit member is the one who was employed to teach t course part-time or for extra pay the last time it was offered in site area within a three-semester limit.

11.3 Second consideration is given to a Unit Member who has taught the course within the last three (3) semesters. If several Unit Members are eligible, the one judged the most qualified by the assigning supervisor will be selected. If several Unit Members are judged equally qualified by the assigning supervisor, departmental seniority will be the deciding factor.

11.4 Third consideration is given to the candidate judged the most qualified member from the applicant pool by the supervisor assigning the course.

11.5 In order to maintain the quality of education throughout the entire District: Division, Center, and Outreach Deans shall consult with an appropriate full-time faculty member or alternate, selected by each department by no later than October 1 of each Academic Year, in the selection of new part-time instructors. It is understood that the designated faculty member or alternate for each discipline will advise not only the Dean of her/his campus Division or Center, but also the Outreach Dean and, in some cases, the Dean of another Center if necessary. This article shall apply to A.A./A.S. major track and general education courses only.

If agreement upon a selection cannot be reached, then the final decision shall be made by the Dean of Instruction.

11.6 In order to allow for flexibility both for the instructor and the benefit of the program, instructors with first consideration status may mutually agree with the Assigning Supervisor to substitute other class(es) for those normally taught for a one-semester period without losing their first consideration status for the vacated continuing class(es). In such cases, the employee taking the continuing class(es) will not gain first consideration for that class(es). Such employee shall be informed of this at the time of employment. Also, the Unit Member with first consideration status and the Supervisor assigning the course(s) (with the approval of the Dean of

Instruction) may mutually agree that the Unit Member may, for one semester, not teach the course(s) and still retain his/her first consideration status. The employee hired to teach such course(s) shall be informed at the time of employment that he/she will not gain consideration status for teaching such classes.

11.7 Beginning with the 1988 Summer Session, the following first consideration policy will apply as part-time summer positions are vacated or new positions become available:

11.7.1 First consideration is to a continuing Unit Member who is rated satisfactory or higher.

The continuing Unit Member is the one who was employed to teach the course the last time it was offered in the site area within the last three (3) summer sessions.

Second consideration is given to a Unit Member who has taught the course within the last three (3) summer sessions. (If several Unit Members are eligible, the one judged the most qualified by the assigning supervisor will be selected. If several Unit Members are judged equally qualified by the Assigning Supervisor, departmental seniority will be the deciding factor.)

Third consideration is given to the candidate judged the most qualified member from the applicant pool by the supervisor assigning the course.

In order to maintain the quality of education throughout the entire District: Division, Center, and Outreach Deans shall consult with an appropriate full-time faculty member or alternate, selected by each Department no later than October 1 of each Academic Year, in the selection of new summer session part-time instructors. It is understood that the designated faculty member or alternate for each discipline will advise not only the Dean of her/his campus Division or Center, but also the Outreach Dean and, in some cases, the Dean of another Center if necessary. This article shall apply to A.A./A.S. major track and general education courses only.

If agreement upon a selection cannot be reached, then the final decision shall be made by the Dean of Instruction.

In order to allow for flexibility both for instructors and for the benefit of the program, instructors with first consideration status may mutually agree with the Assigning Supervisor to substitute other class(es) for those normally taught for one (1) summer session without losing his/her first consideration status for the vacated continuing class. In such cases, the employee taking the continuing class(es) will not gain first consideration for that class(es). Such employee shall be informed of this at the time of employment. Also, a Unit Member with first consideration status and the Supervisor assigning the course (with the approval of the Dean of Instruction) may mutually agree that the Unit Member may,

for one summer session, not teach the course and still retain his/her first consideration status. An employee hired to teach such a course(s) shall be informed at the time of employment that he/she will not gain consideration status for teaching such class(es).

ARTICLE 12.0 COMPENSATION

12.1 Compensation - 6% for 1987-88, 5 3/4% for 1988-89, 5 3/4% for 1989-90; a stipend of $1,500 for earned doctorate; $1,250 increment upon completion of the third year (third-year stipulation commences July 1, 1988) after reaching placement of Step 13, Class VI. The maximum number of increments to be awarded is three.

12.2 Part-time or Extra-Pay Teaching and/or Summer Session assignments will be paid in accordance with the part-time hourly salary schedule, such schedule to be adjusted each year in the same manner as the full-time salary schedule.

ARTICLE 13.0 ASSIGNMENTS WITH STIPENDS (Article 13 shall take effect July 1, 1988)

13.1 Assignments with stipends are those listed in Article 13.2. Such positions shall be posted before they are open to others outside the unit. The positions shall be awarded to the most qualified candidates. Load units for Head Coaches shall be computed in the same manner as is done for all faculty members governed by this Agreement, including the same lab/lecture ratio formulas. In the Spring Semester, the Head Football Coach shall be released 3.25 load units. Assistant Coaches shall receive 4.0 load units. The Intramural Director shall receive 1.5 load units. These positions shall have compensation in accordance with the schedule in Article 13.2 on the next page.

13.2 Assignments and Compensation for duties described in Article 13.1:

| Assignment | Compensation Ratio |
|---|---|
| **Head Coaches** | |
| Baseball | 5.5% |
| Basketball | 5.5% |
| Cross Country | 5.5% |
| Football | 10.0% |
| Softball | 5.0% |
| Tennis | 5.0% |
| Track & Field | 5.0% |
| Volleyball | 5.0% |
| **Assistant Coaches** | |
| Baseball | 2.7% |
| Basketball | 2.7% |
| Cross Country | 2.7% |
| Football | 4.5% |
| Softball | 2.7% |
| Tennis | 2.7% |
| Track & Field | 2.7% |
| Volleyball | 2.7% |
| **Intramural Director** | 3.0% |

13.3 Supplemental contracts shall continue from year to year for as long as the unit member is recommended for re-hire.

13.4 Any vacancies in the positions listed above shall be filled voluntarily.

ARTICLE 14.0 INSURANCE BENEFITS

14.1 Health Benefits - The Board Shall provide all unit members and their eligible dependents with a fully paid health insurance plan, including an annual routine physical examination benfit for the unit member and spouse. The carrier of the plan shall be Blue Cross and the specific coverage shall be Plan 365 Plus. Supplier of named plan to be determined by the District.

14.2 Life Insurance The Board shall provide all unit members with fully paid decreasing term life insurance policies with the attendant coverage for eligible dependents. The carrier of the plans shall be: 1) Occidental Life Insurance Company of California, with the specific coverage being designated as CTA Plan 6, and 2) Western Life Insurance Company with the specific coverage being Plan 3-2454 Supplier of named plan to be determined by the District.

14.3 Dental Insurance The Board shall provide all unit members and their eligible dependents with a fully paid dental plan including orthodontic coverage. The carrier of the plan shall be Delta Dental and the dental plan will be Group No. 7021-0205. Supplier of named plan to be determined by the District.

14.4 Vision Insurance The Board shall provide all unity members and their eligible dependents with a fully paid vision care plan. The carrier of the plan shall be California Vision Service, and the specific coverage shall be Plan C. Supplier to be determined by the District.

14.5 District Paid Health and Hospital Insurance Premiums for Retirees District paid continuance of the present health insurance plan for those who have completed ten (10) years of continuous servie and who retire between the ages of 55 and 65 until they reach their 65th birthday, as long as they are not covered by any other group plans paid by any other employer.

Employees who don't qualify for the District-paid plan can continue on the plan by making payments directly to the District.

14.6 Extension of Blue Cross Coverage The extension of Blue Cross coverage to surviving spouse and dependents to be paid for by the spouse and dependents.

14.7 Blue Cross Supplement to Medicare The extension of the present Blue Cross plan to incluse Group Blue Cross Supplement to Medicare after age 65 to be paid by the subscriber.

## ARTICLE 15.0 GRIEVANCE PROCEDURE

### 15.1 Purpose

15.1.1 The purpose of this procedure is to provide a prompt and orderly means of resolving grievances at the lowest administrative level.

### 15.2 Definitions

15.2.1 A "grievance" is a formal, written allegation by a grievant that there has been a violation of a specific Article and Section of this Agreement.

15.2.2 A "grievant" is a unit member adversely affected by an alleged violation of a specific Article and Section of this Agreement.

15.2.3 A "day" is a day in which the central administrative office of the District is open for business, with the exception of the winter and spring recesses.

### 15.3 General Provisions

15.3.1 It is important that grievances be processed as rapidly as possible. Therefore, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The times specified, however, may be extended by mutual written consent.

15.3.2 If a grievance is not processed by the grievant in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the last decision rendered.

15.3.3 A grievant may represent himself or choose to have representation. If the grievant chooses not to be represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all levels of the procedure.

15.3.4 Any record(s) pertaining to a Formal Level grievance shall be kept in a file separate from grievant's official District personnel file.

15.3.5 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

15.3.6 For purposes of this procedure, the terms "Assistant Dean - Administrative Services" and "Superintendent/President" mean their respective designees.

**15.4 Informal Level**

15.4.1 Within fifteen (15) days after the grievant knew, or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the Immediate Supervisor to attempt to resolve the alleged grievance.

**15.5 Formal Levels**

15.5.1 Level 1

15.5.1.1 If the grievance is not resolved at the informal level, the grievant shall within ten (10) days, submit a formal, written grievance to the Assistant Dean - Administrative Services.

15.5.1.2 The written Level 1 grievance statement shall include:

a. A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance.

b. A listing of the Article or Section of the Agreement alleged to have been violated or misapplied.

c. A written statement of the reasons why the Level 1 resolution of the Immediate Supervisor is unacceptable to the grievant.

d. A listing of the specific remedies requested by the grievant.

e. A request for a conference with the appropriate Immediate Supervisor.

15.5.1.3 The Assisstant Dean - Administrative Services shall have ten (10) days after receiving the grievance to render a written decision to the grievant. If the Assistant Dean-Administrative Services does not render a decision within the ten (10) day limit, or if the grievant is not satisfied with the decision, an appeal to the next level (Superintendent/ President) must be filed by the grievant within ten (10) days of the decision or within five (5) days when no decision was rendered within the ten (10) day time limit.

15.5.2 Level 2

15.5.2.1 The appeal shall include a copy of the original grievance, the decision rendered at Level 1, if any, and the reasons for the appeal.

15.5.2.2 The Superintendent/President shall have ten (10) days after receiving the appeal to render a written decision to the grievant. If the Superintendent/President does not render a decision within the ten (10) day limit, or if the grievant is not satisfied with the decision, the Association may submit the grievance to advisory arbitration within ten (10) days of the decision or within five (5) days when no decision was rendered within the ten (10) day time limit.

15.5.3 Level 3

15.5.3.1 If the Association effects to submit the grievance to advisory arbitration, the arbitration shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association (AAA) and the provisions of this procedure. However, upon the mutual agreement of the District and the Association, the arbitration may proceed under the Expedited Rules of the AAA.

15.5.3.2 The arbitrator shall be selected from a list provided by the AAA by eliminating names until only one (1) name remains. The one (1) remaining name shall be arbitrator. The process of striking names shall occur within ten (10) days of receipt by both parties of the AAA list.

15.5.3.3 The decision of the arbitrator shall be based solely on the evidence and testimony presented at the hearing and upon the contents of the briefs.

15.5.3.4 The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard any of the terms of this Agreement, but shall determine only if there has been a violation of a provision(s) of this Agreement in the respect alleged in the grievance. The arbitrator will be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this agreement.

15.5.3.5 The decision of the arbitrator shall be advisory only and shall be in the form of a written recommendation to the Board of Trustees. Copies of the decision shall be submitted to the District, the Association, and the grievant.

15.5.3.6 All fees and expenses of the arbitrator shall be shared equally by the District and the Association. Other expenses shall be borne by the party incurring them.

15.5.4 Level 4

15.5.4.1 The Board of Trustees shall consider the arbitrator's recommendations at its next regular meeting, provided at least ten (10) days have elapsed since receipt of the decision.

15.5.4.2 The Board of Trustees may implement the arbitrator's decision in whole or in part, may decide not to implement the decision; may meet with the parties to discuss other alternative solutions, or, may take whatever other action it deems appropriate

15.5.4.3 The Board of Trustees shall render its decision in writing within twenty (20) days after consideration of the arbitrator's recommendation. If the grievant is not satisfied with the decision of the Board of Trustees, he/she may elect to pursue legal remedy through the courts.

## ARTICLE 16.0 SAFETY

16.1 Employee safety is a primary concern of the District and Association, and is of the highest priority to both parties.

16.2 The District agrees to comply with standards prescribed by applicable federal, state, and local laws and regulations affecting employee safety in providing and maintaining safe working conditions and equipment.

16.3 Members of the bargaining unit who notice any unsafe condition(s) shall remedy and/or report the condition immediately to the Dean of Students or the Director of Maintenance, Operations, and Transportation.

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**ARTICLE 17.0 EFFECT OF AGREEMENT**

17.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

17.2 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

17.3 During the term of this Agreement, the Board and the Association expressly waive and relinquish the right to bargain collectively on matters:

17.3.1 except in the event of legislation which mandates changes in working conditions or professional responsibilities of Unit Members;

17.3.2 not specifically referred to or covered in this Agreement;

17.3.3 even though not within the knowledge or contemplation of either party at the time of negotiations;

17.3.4 even though during negotiations the matters were proposed and later withdrawn.

17.4 Such waiver does not preclude bargaining collectively for subsequent new collective bargaining agreements during the term of this Agreement.

**ARTICLE 18.0 SEPARABILITY AND SAVINGS**

18.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, subject to appeal, or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

18.2 The parties shall meet not later than thirty (30) days following such invitation to renegotiate the provision(s) affected.

## ARTICLE 19.0 PAST PRACTICES

19.1 Neither the Association nor the District shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, neither the Association nor the District shall be bound by any past practices prior to July 1, 1987, of the District or by understandings with any employee or organization unless such past practices or understandings are specifically stated in this Agreement.

## ARTICLE 20.0 MAINTENANCE OF OPERATIONS

20.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.

20.2 YCFA agrees that neither YCFA, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of YCFA, a strike, a sick out, or a slow down, against the District, or in the concerted failure to report for duty, or willful absence from his her/duties of employment. Section 20.2 shall terminate on June 30, 1990, unless extended by mutual agreement.

20.3 The District agrees that it shall not cause members to be locked out during the time of this Agreement.

20.4 Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any member for violation of this Article.

20.5 Unit members shall not be entitled to any wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

## ARTICLE 21.0 DURATION OF AGREEMENT

21.1 This Agreement shall become effective July 1, 1987, and shall continue in full force and effect up to and including June 30, 1990

21.2 Proposals for a successor agreement must be made by no later than February 1, 1990.

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EXHIBIT A

Public Employment Relations Board
923 12th Street
Sacramento, CA 95814

SUBJECT MODIFICATION OF VOLUNTARY RECOGNITION OF CERTIFICATED BARGAINING UNIT

(1) DISTRICT

Yuba Community College District
2088 North Beale Road
Marysville, CA 95901

(2) EMPLOYEE ORGANIZATION

Yuba College Faculty Association
2088 North Beale Road
Marysville, CA 95901

(3) The Yuba Community College District Board of Trustees on May 11, 1977 voluntarily recognized the Yuba College Faculty Association as the exclusive representative of a unit composed of certificated employees. PERB was so notified in writing on May 24, 1977 Subsequently, representatives of the District and the Association met and agreed to a more precise definition of the bargaining unit, as follow.

INCLUDED

(a) all full-time instructors, librarians, and counselors;
(b) all instructors, librarians, and counselors whose contractual obligation equals or exceeds .60 full-time equivalent;
(c) all currently employed instructors, librarians, and counselors who have completed at least a .10 full-time equivalent semester assignment during three (3) of the last six (6) semesters

EXCLUDED:

all other employees of the district including but not limited to the following: substitutes; summer session instructors, summer session librarians, and summer session counselors; consultants, temporary employees hired for less than a semester; and those positions identified by the Board of Trustees as supervisory, management, or confidential

**EXHIBIT B.1**

YUBA COMMUNITY COLLEGE DISTRICT

SALARY SCHEDULE FOR FULL-TIME FACULTY

SCHOOL YEAR 1987-88

| STEP | I | II | III | IV | V | VI |
|---|---|---|---|---|---|---|
| 1 | $22,788 | $23,951 | $25,116 | $26,275 | $27,435 | $28,600 |
| 2 | $23,951 | $25,116 | $26,275 | $27,435 | $28,600 | $29,763 |
| 3 | $25,116 | $26,275 | $27,435 | $28,600 | $29,763 | $30,923 |
| 4 | $26,275 | $27,435 | $28,600 | $29,763 | $30,923 | $32,088 |
| 5 | $27,435 | $28,600 | $29,763 | $30,923 | $32,088 | $33,249 |
| 6 | $28,600 | $29,763 | $30,923 | $32,088 | $33,249 | $34,410 |
| 7 | $29,763 | $30,923 | $32,088 | $33,249 | $34,410 | $35,575 |
| 8 | $30,923 | $32,088 | $33,249 | $34,410 | $35,575 | $36,736 |
| 9 | $32,088 | $33,249 | $34,410 | $35,575 | $36,736 | $37,895 |
| 10 | $33,249 | $34,410 | $35,575 | $36,736 | $37,895 | $39,058 |
| 11 | $34,410 | $35,575 | $36,736 | $37,895 | $39,058 | $40,221 |
| 12 | $35,575 | $36,736 | $37,895 | $39,058 | $40,221 | $41,390 |
| 13 | $36,736 | $37,895 | $39,058 | $40,221 | $41,390 | $42,548 |

EARNED DOCTORATE: $1500 WILL BE ADDED TO ANY STEP/CLASS POSITION ON THE ABOVE SALARY SCHEDULE FOR AN EARNED DOCTORATE

CAREER INCREMENT: $1250 (ADOPTED BY GOVERNING BOARD 7/2/75):
(1) AFTER THE COMPLETION OF THE THIRD YEAR AFTER REACHING PLACEMENT ON STEP 13 OF CLASS VI. A MAXIMUM OF THREE CAREER INCREMENTS MAY BE EARNED

EXHIBIT B.2

YUBA COMMUNITY COLLEGE DISTRICT

SALARY SCHEDULE FOR FULL-TIME FACULTY

SCHOOL YEAR 1988-89

| STEP | I | II | III | IV | V | VI |
|---|---|---|---|---|---|---|
| 1 | $24,098 | $25,328 | $26,560 | $27,786 | $29,013 | $30,245 |
| 2 | $25,328 | $26,560 | $27,786 | $29,013 | $30,245 | $31,474 |
| 3 | $26,560 | $27,786 | $29,013 | $30,245 | $31,474 | $32,701 |
| 4 | $27,786 | $29,013 | $30,245 | $31,474 | $32,701 | $33,933 |
| 5 | $29,013 | $30,245 | $31,474 | $32,701 | $33,933 | $35,161 |
| 6 | $30,245 | $31,474 | $32,701 | $33,933 | $35,161 | $36,389 |
| 7 | $31,474 | $32,701 | $33,933 | $35,161 | $36,389 | $37,621 |
| 8 | $32,701 | $33,933 | $35,161 | $36,389 | $37,621 | $38,848 |
| 9 | $33,933 | $35,161 | $36,389 | $37,621 | $38,848 | $40,074 |
| 10 | $35,161 | $36,389 | $37,621 | $38,848 | $40,074 | $41,304 |
| 11 | $36,389 | $37,621 | $38,848 | $40,074 | $41,304 | $42,534 |
| 12 | $37,621 | $38,848 | $40,074 | $41,304 | $42,534 | $43,770 |
| 13 | $38,848 | $40,074 | $41,304 | $42,534 | $43,770 | $44,995 |

EARNED DOCTORATE: $1500 WILL BE ADDED TO ANY STEP/CLASS POSITION ON THE ABOVE SALARY SCHEDULE FOR AN EARNED DOCTORATE

CAREER INCREMENT: $1250 (ADOPTED BY GOVERNING BOARD 7/2/75)
(1) AFTER THE COMPLETION OF THE THIRD YEAR AFTER REACHING PLACEMENT ON STEP 13 OF CLASS VI. A MAXIMUM OF THREE CAREER INCREMENTS MAY BE EARNED

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EXHIBIT B.3

YUBA COMMUNITY COLLEGE DISTRICT

SALARY SCHEDULE FOR FULL-TIME FACULTY

SCHOOL YEAR 1989-90

| STEP | I | II | III | IV | V | VI |
|---|---|---|---|---|---|---|
| 1 | $25,484 | $26,784 | $28,087 | $29,384 | $30,681 | $31,984 |
| 2 | $26,784 | $28,087 | $29,384 | $30,681 | $31,984 | $33,284 |
| 3 | $28,087 | $29,384 | $30,681 | $31,984 | $33,284 | $34,581 |
| 4 | $29,384 | $30,681 | $31,984 | $33,284 | $34,581 | $35,884 |
| 5 | $30,681 | $31,984 | $33,284 | $34,581 | $35,884 | $37,183 |
| 6 | $31,984 | $33,284 | $34,581 | $35,884 | $37,183 | $38,481 |
| 7 | $33,284 | $34,581 | $35,884 | $37,183 | $38,481 | $39,784 |
| 8 | $34,581 | $35,884 | $37,183 | $38,481 | $39,784 | $41,082 |
| 9 | $35,884 | $37,183 | $38,481 | $39,784 | $41,082 | $42,378 |
| 10 | $37,183 | $38,481 | $39,784 | $41,082 | $42,378 | $43,679 |
| 11 | $38,481 | $39,784 | $41,082 | $42,378 | $43,679 | $44,980 |
| 12 | $39,784 | $41,082 | $42,378 | $43,679 | $44,980 | $46,287 |
| 13 | $41,082 | $42,378 | $43,679 | $44,980 | $46,287 | $47,582 |

EARNED DOCTORATE: $1500 WILL BE ADDED TO ANY STEP/CLASS POSITION ON THE ABOVE SALARY SCHEDULE FOR AN EARNED DOCTORATE

CAREER INCREMENT $1250 (ADOPTED BY GOVERNING BOARD 7/2/75)
(1) AFTER THE COMPLETION OF THE THIRD YEAR AFTER REACHING PLACEMENT ON STEP 13 OF CLASS VI. A MAXIMUM OF THREE CAREER INCREMENTS MAY BE EARNED

EXHIBIT C.1

YUBA COMMUNITY COLLEGE INSTRUCIONAL SERVICE PROGRAM
SALARY SCHEDULE - For Instructors of Evening Classes,
Summer Classes, or Employed as Substitutes or Temporary Instructors

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School Year 1987-88

| Step Experience | CLASS I Less than BA + 30 Hourly Rate | | CLASS II BA + 30 or MA Hourly Rate | | CLASS III BA + 45 or MA + 15 Hourly Rate | | CLASS IV BA + 60 or MA + 30 Hourly Rate | | CLASS V BA + 75 or MA + 45 Hourly Rate | | CLASS VI BA + 90 or MA + 60 Hourly Rate | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture |
| 1. | $ 21.10 | $ 14.07 | $ 22.18 | $ 14.79 | $ 23.26 | $ 15.51 | $ 24.33 | $ 16.23 | $ 25.40 | $ 16.94 | $ 26.48 | $ 17.66 |
| 2. | 22.18 | 14.79 | 23.26 | 15.51 | 24.33 | 16.23 | 25.40 | 16.94 | 26.48 | 17.66 | 27.56 | 18.38 |
| 3. | 23.26 | 15.51 | 24.33 | 16.23 | 25.40 | 16.94 | 26.48 | 17.66 | 27.56 | 18.38 | 28.63 | 19.10 |
| 4. | 24.33 | 16.23 | 25.40 | 16.94 | 26.48 | 17.66 | 27.56 | 18.38 | 28.63 | 19.10 | 29.71 | 19.82 |
| 5. | 25.40 | 16.94 | 26.48 | 17.66 | 27.56 | 18.38 | 28.63 | 19.10 | 29.71 | 19.82 | 30.79 | 20.54 |
| 6. | 26.48 | 17.66 | 27.56 | 18.38 | 28.63 | 19.10 | 29.71 | 19.82 | 30.79 | 20.54 | 31.86 | 21.25 |
| 7. | 27.56 | 18.38 | 28.63 | 19.10 | 29.71 | 19.82 | 30.79 | 20.54 | 31.86 | 21.25 | 32.94 | 21.97 |
| 8. | 28.63 | 19.10 | 29.71 | 19.82 | 30.79 | 20.54 | 31.86 | 21.25 | 32.94 | 21.97 | 34.01 | 22.68 |
| 9. | 29.71 | 19.82 | 30.79 | 20.54 | 31.86 | 21.25 | 32.94 | 21.97 | 34.01 | 22.68 | 35.09 | 23.41 |
| 10. | 30.79 | 20.54 | 31.86 | 21.25 | 32.94 | 21.97 | 34.01 | 22.68 | 35.09 | 23.41 | 36.16 | 24.12 |
| 11. | 31.86 | 21.25 | 32.94 | 21.97 | 34.01 | 22.68 | 35.09 | 23.41 | 36.16 | 24.12 | 37.24 | 24.84 |
| 12. | 32.94 | 21.97 | 34.01 | 22.68 | 35.09 | 23.41 | 36.16 | 24.12 | 37.24 | 24.84 | 38.32 | 25.56 |
| 13. | 34.01 | 22.68 | 35.09 | 23.41 | 36.16 | 24.12 | 37.24 | 24.84 | 38.32 | 25.56 | 39.40 | 26.28 |

EARNED DOCTORATE: $1.39 WILL BE ADDED TO ANY STEP/CLASS POSITION ON THE ABOVE SALARY SCHEDULE FOR AN EARNED DOCTORATE.

CAREER INCREMENT: $1.16 (ADOPTED BY GOVERNING BOARD 7/2/75): (1) AFTER COMPLETION OF THE THIRD YEAR AFTER REACHING PLACEMENT ON STEP 13 OF CLASS VI. A MAXIMUM OF THREE CAREER INCREMENTS MAY BE EARNED.

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EXHIBIT C.2

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YUBA COMMUNITY COLLEGE INSTRUCIONAL SERVICE PROGRAM
SALARY SCHEDULE - For Instructors of Evening Classes,
Summer Classes, or Employed as Substitutes or Temporary Instructors

School Year 1988-89

| Step Experience | CLASS I Less than BA + 30 Hourly Rate | | CLASS II BA + 30 or MA Hourly Rate | | CLASS III BA + 45 or MA + 15 Hourly Rate | | CLASS IV BA + 60 or MA + 30 Hourly Rate | | CLASS V BA + 75 or MA + 45 Hourly Rate | | CLASS VI BA + 90 or MA + 60 Hourly Rate | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture |
| 1. | $ 22.31 | $ 14.88 | $ 23.45 | $ 15.64 | $ 24.59 | $ 16.40 | $ 25.73 | $ 17.16 | $ 26.86 | $ 17.92 | $ 28.00 | $ 18.68 |
| 2. | 23.45 | 15.64 | 24.59 | 16.40 | 25.73 | 17.16 | 26.86 | 17.92 | 28.00 | 18.68 | 29.14 | 19.44 |
| 3. | 24.59 | 16.40 | 25.73 | 17.16 | 26.86 | 17.92 | 28.00 | 18.68 | 29.14 | 19.44 | 30.28 | 20.20 |
| 4. | 25.73 | 17.16 | 26.86 | 17.92 | 28.00 | 18.68 | 29.14 | 19.44 | 30.28 | 20.20 | 31.42 | 20.96 |
| 5. | 26.86 | 17.92 | 28.00 | 18.68 | 29.14 | 19.44 | 30.28 | 20.20 | 31.42 | 20.96 | 32.56 | 21.72 |
| 6. | 28.00 | 18.68 | 29.14 | 19.44 | 30.28 | 20.20 | 31.42 | 20.96 | 32.56 | 21.72 | 33.69 | 22.47 |
| 7. | 29.14 | 19.44 | 30.28 | 20.20 | 31.42 | 20.96 | 32.56 | 21.72 | 33.69 | 22.47 | 34.83 | 23.23 |
| 8. | 30.28 | 20.20 | 31.42 | 20.96 | 32.56 | 21.72 | 33.69 | 22.47 | 34.83 | 23.23 | 35.97 | 23.99 |
| 9. | 31.42 | 20.96 | 32.56 | 21.72 | 33.69 | 22.47 | 34.83 | 23.23 | 35.97 | 23.99 | 37.11 | 24.75 |
| 10. | 32.56 | 21.72 | 33.69 | 22.47 | 34.83 | 23.23 | 35.97 | 23.99 | 37.11 | 24.75 | 38.24 | 25.51 |
| 11. | 33.69 | 22.47 | 34.83 | 23.23 | 35.97 | 23.99 | 37.11 | 24.75 | 38.24 | 25.51 | 39.38 | 26.27 |
| 12. | 34.83 | 23.23 | 35.97 | 23.99 | 37.11 | 24.75 | 38.24 | 25.51 | 39.38 | 26.27 | 40.53 | 27.03 |
| 13. | 35.97 | 23.99 | 37.11 | 24.75 | 38.24 | 25.51 | 39.38 | 26.27 | 40.53 | 27.03 | 41.66 | 27.79 |

EARNED DOCTORATE: $1.39 WILL BE ADDED TO ANY STEP/CLASS POSITION ON THE ABOVE SALARY SCHEDULE FOR AN EARNED DOCTORATE.

CAREER INCREMENT: $1.16 (ADOPTED BY GOVERNING BOARD 7/2/75): (1) AFTER COMPLETION OF THE THIRD YEAR AFTER REACHING PLACEMENT ON STEP 13 OF CLASS VI.. A MAXIMUM OF THREE CAREER INCREMENTS MAY BE EARNED.

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EXHIBIT C.3

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YUBA COMMUNITY COLLEGE INSTRUCIONAL SERVICE PROGRAM
SALARY SCHEDULE - For Instructors of Evening Classes,
Summer Classes, or Employed as Substitutes or Temporary Instructors

School Year 1989-90

| Step Experience | CLASS I Less than BA + 30 Hourly Rate | | CLASS II BA + 30 or MA Hourly Rate | | CLASS III BA + 45 or MA + 15 Hourly Rate | | CLASS IV BA + 60 or MA + 30 Hourly Rate | | CLASS V BA + 75 or MA + 45 Hourly Rate | | CLASS VI BA + 90 or MA + 60 Hourly Rate | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture | For Lecture | Non Lecture |
| 1. | $ 23.60 | $ 15.74 | $ 24.80 | $ 16.54 | $ 26.01 | $ 17.35 | $ 27.21 | $ 18.15 | $ 28.41 | $ 18.95 | $ 29.61 | $ 19.75 |
| 2. | 24.80 | 16.54 | 26.01 | 17.35 | 27.21 | 18.15 | 28.41 | 18.95 | 29.61 | 19.75 | 30.82 | 20.56 |
| 3. | 26.01 | 17.35 | 27.21 | 18.15 | 28.41 | 18.95 | 29.61 | 19.75 | 30.82 | 20.56 | 32.02 | 21.36 |
| 4. | 27.21 | 18.15 | 28.41 | 18.95 | 29.61 | 19.75 | 30.82 | 20.56 | 32.02 | 21.36 | 33.23 | 22.16 |
| 5. | 28.41 | 18.95 | 29.61 | 19.75 | 30.82 | 20.56 | 32.02 | 21.36 | 33.23 | 22.16 | 34.43 | 22.96 |
| 6. | 29.61 | 19.75 | 30.82 | 20.56 | 32.02 | 21.36 | 33.23 | 22.16 | 34.43 | 22.96 | 35.63 | 23.77 |
| 7. | 30.82 | 20.56 | 32.02 | 21.36 | 33.23 | 22.16 | 34.43 | 22.96 | 35.63 | 23.77 | 36.84 | 24.57 |
| 8. | 32.02 | 21.36 | 33.23 | 22.16 | 34.43 | 22.96 | 35.63 | 23.77 | 36.84 | 24.57 | 38.04 | 25.37 |
| 9. | 33.23 | 22.16 | 34.43 | 22.96 | 35.63 | 23.77 | 36.84 | 24.57 | 38.04 | 25.37 | 39.24 | 26.17 |
| 10. | 34.43 | 22.96 | 35.63 | 23.77 | 36.84 | 24.57 | 38.04 | 25.37 | 39.24 | 26.17 | 40.44 | 26.97 |
| 11. | 35.63 | 23.77 | 36.84 | 24.57 | 38.04 | 25.37 | 39.24 | 26.17 | 40.44 | 26.97 | 41.65 | 27.78 |
| 12. | 36.84 | 24.57 | 38.04 | 25.37 | 39.24 | 26.17 | 40.44 | 26.97 | 41.65 | 27.78 | 42.86 | 28.59 |
| 13. | 38.04 | 25.37 | 39.24 | 26.17 | 40.44 | 26.97 | 41.65 | 27.78 | 42.86 | 28.59 | 44.06 | 29.39 |

EARNED DOCTORATE: $1.39 WILL BE ADDED TO ANY STEP/CLASS POSITION ON THE ABOVE SALARY SCHEDULE FOR AN EARNED DOCTORATE.

CAREER INCREMENT: $1.16 (ADOPTED BY GOVERNING BOARD 7/2/75): (1) AFTER COMPLETION OF THE THIRD YEAR AFTER REACHING PLACEMENT ON STEP 13 OF CLASS VI. A MAXIMUM OF THREE CAREER INCREMENTS MAY BE EARNED.

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**EXHIBIT D**

Retirement/Separation Benefits

**BENEFITS FOR REGULAR FULL-TIME MEMBERS OF THE BARGAINING UNIT UPON RETIREMENT/SEPARATION**

I. **RETIREMENT**

(Definition): Retirement is the act of terminating employment with the District, combined with accepting service retirement benefits with either the State Teachers Retirement System or Public Employees' Retirement System.

II. **ELIGIBILITY**

A. Employee must be a current member of the bargaining unit, have completed ten (10) years of uninterrupted full-time service with the Yuba Community College District in a certificated capacity, and have attained the age of fifty-five (55) years on the effective date of retirement/separation from the District.

B. Unless shorter notification period is mutually agreed upon, notice to the District of intent to retire must be submitted to the District no later than January 30 for retirement in June of the same calendar year; not later than June 30 of one calendar year for retirement in January or February of the succeeding year.

III. **HEALTH AND WELFARE BENEFITS FOR THOSE HIRED PRIOR TO APRIL 1, 1986**

A. Eligible employees, upon retirement, shall continue to receive District-paid contributions for both the employee and dependent family members in the following health and welfare plan, subject to the rules and regulations of the respective contract:

1. Group health insurance, Blue Cross Plan 365, as provided by a carrier determined by the District.

B. Retirees may participate in District-sponsored dental and/or vision plans at their own expense.

C. Upon reaching age sixty-five (65) years, the retiree must participate in Medicare, Plans A and B.

D. Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.

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## IV. HEALTH AND WELFARE BENEFITS FOR THOSE HIRED AFTER APRIL 1, 1986

### A. ELIGIBLE RETIREES AGE 55 THROUGH 60

1. Eligible employees age 55 through 60 on the effective date of retirement shall receive one-third (1/3) District-paid contributions for both the employee and dependent family members in the following health and welfare plan, subject to the rules and regulations of the respective contract:

   a. Group health insurance, Blue Cross Plan 365, as provided by a carrier determined by the District.

2. All retirees may participate in district sponsored dental and/or vision plans at their own expense.

3. Upon reaching age sixty-five (65) years, the eligible retiree must participate in Medicare, Plans A and B.

4. Should any retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.

### B. RETIREES OVER THE AGE OF 60

1. If the employee is over age 60 on the effective date of retirement, he/she will not be eligible for District-paid Health and Welfare benefits for himself/herself or his/her dependents but may participate in the District-sponsored group health and insurance benefits at his/her own expense.

2. Should a retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.



ERIC Clearinghouse for Junior Colleges
JAN 20 1989